



# **CITY COUNCIL AGENDA REPORT**

MEETING DATE: DECEMBER 6, 2005

ITEM NUMBER:

**SUBJECT: CONTRACT AWARD – INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR IRVINE COMPANY APARTMENT COMMUNITIES - SAKIOKA, LOT 1 PROJECT**

**DATE: NOVEMBER 22, 2005**

**FOR FURTHER INFORMATION CONTACT: MEL LEE, AICP, SENIOR PLANNER  
(714) 754-5611**

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## **RECOMMENDED ACTION**

Award contract in the amount of \$43,708.00 for preparation of the Initial Study/Mitigated Negative Declaration for the project described below and authorize the Mayor and City Clerk to sign on behalf of the City.

## **BACKGROUND**

The Irvine Company Apartment Communities has submitted an application for a Master Plan (PA-05-56) to develop an 890-unit apartment complex for the Sakioka Lot 1 property, an approximately 40-acre site located on the east side of Sakioka Drive between Anton Boulevard and Sunflower Avenue.

In accordance with the California Environmental Quality Act (CEQA) Guidelines, staff determined that the preparation of an Initial Study/Mitigated Negative Declaration would be necessary to evaluate the project's impact on adjacent properties and uses.

## **ANALYSIS**

In accordance with City procedures, a request for proposal (RFP) to prepare the Initial Study/Mitigated Negative Declaration for the project was sent to three environmental consultants. Staff reviewed the proposals and recommends award of the contract to Camp Dresser & McKee Inc. (CDM). A copy of their proposal is attached to this memo.

The cost of preparing the Initial Study/Mitigated Negative Declaration will be borne by the developer. The developer will be required to deposit the cost of the contract (\$39,735.00) plus 10% (\$3,973.00) to cover internal costs of administering the contract and processing the Initial Study/Mitigated Negative Declaration. No City funds will be used to support or pay for the preparation of the Initial Study/Mitigated Negative Declaration.

## **ALTERNATIVES CONSIDERED**

The City's CEQA guidelines allow an Initial Study/Mitigated Negative Declaration to be prepared by staff. However, the nature, scope, and complexity of this project and current staff demands make this option impractical.

## **FISCAL REVIEW**

Fiscal review is not required.

## **LEGAL REVIEW**

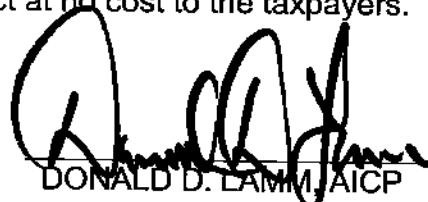
The attached contract has been reviewed and approved by the City Attorney.

## **CONCLUSION**

The contract will allow the City to oversee the preparation of the Initial Study/Mitigated Negative Declaration for the proposed project at no cost to the taxpayers.



MEL LEE, AICP  
Senior Planner



DONALD D. LAMM, AICP  
Deputy City Mg./Dev. Svs. Director

Attachments: Professional Services Agreement for an Initial Study/Mitigated Negative Declaration

cc: City Manager  
City Attorney  
City Clerk (2)  
Staff (4)  
File (2)

Anthony J. Skidmore, AICP  
Camp Dresser & McKee Inc.  
18581 Teller Avenue, Suite 200  
Irvine, CA 92612

John Hyde  
Irvine Apartment Communities, LLC  
110 Innovation Drive  
Irvine, CA 92617

## **PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CAMP DRESSER & McKEE, a California corporation ("Consultant") and Irvine Apartment Communities, LLC ("Applicant").

### **W I T N E S S E T H :**

- A. WHEREAS, City proposes to have Consultant prepare an Initial Study and Mitigated Negative Declaration for Sakioka Farms Development (Lot 1) as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

### **1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this

Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C" (page 9 of the Response) attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Thirty-Nine Thousand Seven Hundred Thirty-Five Dollars (\$39,735.00). City shall be paid Three Thousand Nine Hundred Seventy-Three Dollars (\$3,973.00) for administrative costs. All fees and costs shall be paid by Applicant. The total amount of the Agreement shall not exceed Forty-Three Thousand Seven Hundred Eight Dollars (\$43,708.00). City shall not be responsible for any payments whatsoever under this Agreement.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices. Applicant shall pay Consultant's invoice within forty-five (45) days from the date City forwards said invoice to Applicant.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D" (page 8 of the Response), attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of six (6) months ending on June 30, 2006, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, Applicant shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### IF TO CONSULTANT:

Camp Dresser & McKee, Inc.  
18581 Teller Avenue, Suite 200  
Irvine, CA 92612  
Tel: 949-752-5452  
Fax: 949-752-1307  
Attn: Anthony J. Skidmore, AICP

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-5611  
Fax: 714-754-4856  
Attn: Mel Lee

### IF TO APPLICANT:

Irvine Apartment Communities, LLC  
110 Innovation Drive  
Irvine, CA 92617  
Tel: 949-720-5536  
Fax: 949-720-5550  
Attn: John Hyde

6.5. Drug-free Workplace Policy: Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not



contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

CAMP DRESSER McKEE

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

IRVINE APARTMENT COMMUNITIES, LLC

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_


\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

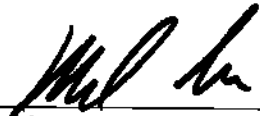
\_\_\_\_\_  
Deputy City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 11/22/05

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Project Manager

Date: 11/23/05

CAMP DRESSER McKEE

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

IRVINE APARTMENT COMMUNITIES, LLC

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
Deputy City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

*Kimberly Hall Barlow*  
\_\_\_\_\_  
City Attorney

Date: 11/22/05

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

**EXHIBIT A**  
**CITY'S REQUEST FOR PROPOSAL**



# CITY OF COSTA MESA

P O BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

DEVELOPMENT SERVICES DEPARTMENT

October 7, 2005

CDM  
Attn: Tony Skidmoe  
18581 Teller Ave., Suite 200  
Irvine, CA 92612

**RE: REQUEST FOR PROPOSAL FOR PREPARATION OF INITIAL STUDY AND  
MITIGATED NEGATIVE DECLARATION FOR SAKIOKA FARMS DEVELOPMENT  
(LOT 1), COSTA MESA**

Dear Sir or Madam:

The City of Costa Mesa is interested in having your firm submit a letter of proposal for the preparation of an Initial Study and Mitigated Negative Declaration for a proposed residential development in the City of Costa Mesa. The proposal should include a not to exceed cost estimate, a preliminary scope of services, and time schedule for the project. The information on the project is summarized below:

**Project Description and Location:** See attached

**Previous Environmental Documentation:** See attached

**Project Applicant:** The Irvine Company Apartment Communities

**Environmental Topics in Need of Study:** Air quality (both short-term and long-term impacts), light and glare, short-term noise (grading and construction), long-term noise, shade/shadow, geology/soils, public services and utilities (e.g., schools), and compatibility with surrounding land uses.

**Information Provided by Applicant:** Traffic study, preliminary water quality study; and soils clearance letter.

Additional project information is attached to this letter for your reference. Please submit three (3) copies of your proposal no later than October 24, 2005, by 5:00 p.m. If you have any questions, or require additional information, please do not hesitate to contact me at (714) 754-5611, between 1 p.m. and 5 p.m.

Sincerely,

MEL LEE, AICP  
Senior Planner

Attachments

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**EXHIBIT B**  
**RESPONSE AND SCOPE OF SERVICES**



18581 Teller Avenue, Suite 200  
Irvine, California 92612  
tel: 949 752-5452  
fax: 949 752-1307

October 24, 2005

Mel Lee, AICP, Senior Planner  
Development Services Department  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628-1200

**Subject:** Proposal for Preparation of Initial Study and Mitigated Negative Declaration  
for Sakioka Farms Development (Lot 1), Costa Mesa

Dear Mr. Lee:

CDM is pleased to submit this proposal to provide environmental consulting services in the preparation of an Initial Study and Mitigated Negative Declaration for the proposed Sakioka Farms Development (Lot 1) project (the "proposed project"). The proposed project involves the development of 900 residential units within a 40.3-acre site formerly used for agricultural purposes. As allowed under the California Environmental Quality Act (CEQA), and described in further detail below, the Initial Study to be completed for the proposed project would "tier-off" of the information, analysis, and conclusions of the Environmental Impact Report (EIR) for the Costa Mesa 2000 General Plan. The Initial Study would examine whether there are project-specific significant effects that are peculiar to the proposed project or its site that were not addressed in the General Plan EIR. The following describes the scope of services, schedule, and budget proposed by CDM for the subject work effort.

## **Scope of Services**

### **Task 1 – Conduct Project Kick-Off Meeting**

CDM will attend a project kick-off meeting with City staff and the Project Applicant to confirm the scope of work and schedule, identify roles and responsibilities, establish communication protocols, and discuss information needs such as project information from the Applicant. The kick-off meeting will also provide the opportunity to confirm the nature, process, participants, and timing for reviewing the administrative draft Initial Study. A tentative schedule for future meetings will also be established at that time.





Mel Lee  
October 24, 2005  
Page 2

## **Task 2 - Prepare Administrative Draft Initial Study**

CDM will prepare an administrative draft Initial Study for the proposed project, using the format presented in Appendix G of the CEQA Guidelines. The Initial Study will include a project description, based on information provided by the Project Applicant, a completed environmental checklist, and a text discussion of the data and analysis that support the completed checklist. It is assumed that base maps associated with the project description will be provided in electronic form to CDM in a mutually acceptable software program.

The Initial Study will address all of the environmental topics contained in the checklist. As indicated above, the Initial Study analysis will tier-off the information, analysis, and conclusions contained in the Costa Mesa 2000 General Plan EIR. This approach, allowed by CEQA, will be described at the beginning of the Initial Study to establish "up front" the analytical framework of the document. The following briefly describes the nature and scope of analysis proposed for the key environmental topics to be addressed in the Initial Study. It is based upon CDM's careful review of the Costa Mesa 2000 General Plan EIR and evaluation of the extent to which the impacts of the currently proposed project are already addressed in the EIR. Attachment A of this proposal describes more fully the rationale for the proposed analysis approach in light of the Costa Mesa 2000 General Plan EIR, which, henceforth, is referred to as "the previous EIR."

### ***Aesthetics***

While the previous EIR generally addressed and disclosed the aesthetic impacts of converting the proposed project site from vacant land to development uses, the attendant General Plan policies call for visual impacts, including light and glare, to be minimized, as determined during project level review. As such, CDM will address, within the Initial Study, the aesthetic impacts particular to the currently proposed project, such as potential light and glare impacts, including shade and shadow impacts to existing uses nearby. The impacts analysis will be primarily qualitative in nature, although shade/shadow impacts to sensitive uses nearby will be quantified in terms of the length of project building shadows cast during certain times of the day (i.e., 9:00 a.m. and 3:00 p.m.) during the summer and winter solstice and spring and fall equinox periods.

### ***Agricultural Resources***

The Initial Study will acknowledge the fact that the project site was formerly used for agricultural purposes, although it has not been actively farmed in recent years. During the scoping process for the previous EIR, which addresses the conversion of



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vacant lands to development uses, it was determined that as there are no designated agricultural lands in the City, there was no substantial evidence that development would have significant agricultural impacts. The proposed project is consistent with the relevant development assumptions of the previous EIR; hence, no change in the previous conclusion is warranted and no additional analysis by CDM is proposed.

#### *Air Quality*

The previous EIR generally addresses short-term construction-related and long-term operations-related air quality impacts and recommends mitigation measures. The EIR concludes, however, that even with mitigation the air quality impacts cannot be reduced to a level that is less than significant. Although implementation of the proposed project would not change that conclusion, the Initial Study will provide additional information and analysis for construction-related impacts specific to the project. The traffic analysis completed for the previous EIR assumed the development of 1,410 units at the project site. Given that the total number of dwelling units for the proposed project is notably less, it is anticipated that the local and regional air quality impacts associated with the proposed project would be less than those addressed in the previous EIR. As such, CDM will provide, within the Initial Study, a project-specific analysis of construction-related air quality impacts, including the identification of mitigation measures, and will rely on the previous EIR relative to operational impacts. The air quality technical analysis that CDM will use for the Initial Study will be completed by Mestre Greve Associates, as a subconsultant to CDM.

#### *Biological Resources*

There are no sensitive biological resources on or near the project site; hence, no notable impacts related to this issue area are likely to occur and no analysis by CDM is proposed.

#### *Cultural Resources*

Given that the previous EIR did not indicate any notable historical or archaeological resources at or near the project site, plus the fact that the site was previously farmed (i.e., tilled or otherwise disturbed), no further analysis of cultural resource impacts is proposed as part of the Initial Study.



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### ***Geology and Soils***

According to the 2000 General Plan EIR, the soil at the project site is predominately clayey, which has shrink-swell potential (expansion when wet and shrinkage when dried). The EIR determined that unstable soils should be evaluated on a site-specific basis. For this proposal, it is assumed that project-specific geotechnical information is available from the City or the Project Applicant, from which CDM will develop the site-specific impacts analysis. The recommendation in the geotechnical study as referenced by existing City policies will provide the basis of the mitigation discussion.

### ***Hazards and Hazardous Materials***

The project site was formerly used for agricultural purposes, which would typically give rise to the potential for significant impacts associated with pesticides and other agricultural chemicals. It is CDM's understanding, however, that the site has been "cleared" by the appropriate regulatory agency(ies) relative to confirming that no contamination in excess of acceptable levels exists at the project site, in connection with past agricultural activities. It is assumed that the clearance letter for the site provided by the City or the Project Applicant will sufficiently address this issue, and, other than CDM presenting the essence of the clearance letter, no additional technical analysis related to potential hazards and hazardous materials at the site is proposed.

### ***Hydrology and Water Quality***

The previous EIR provides a general discussion of hydrology and water quality impacts associated with conversion of vacant properties to development uses, as would occur at the proposed project site. For the Initial Study, CDM will reference the analysis of the previous EIR, and will also incorporate the preliminary water quality study to be provided by the Project Applicant. The Initial Study will acknowledge in the discussion of mitigation measures existing City policies and other regulatory requirements related to surface water quality.

### ***Land Use and Planning***

For the Initial Study, CDM will discuss the compatibility and consistency of the proposed project with the policies and requirements of the Costa Mesa General Plan and the North Costa Mesa Specific Plan, and will also address the compatibility of the project with adjacent land uses.



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#### *Noise*

The previous EIR provided a general analysis of the noise impacts associated with development such as proposed at the project site. The off-site operational noise impacts (i.e., project-related traffic noise impacts) are considered to have been sufficiently addressed in the previous EIR. For the Initial Study, CDM will provide a focused analysis of noise impacts specific to the proposed project, in terms of construction-related noise and of the compatibility of proposed residential uses with the existing and future noise levels estimated for the project site. Mitigation measures for such impacts will be recommended, as appropriate. As with air quality described above, the noise technical analysis to be used by CDM for the Initial Study will be completed by Mestre Greve Associates, as a subconsultant to CDM.

#### *Population and Housing*

This issue is considered to have been sufficiently considered in the previous EIR, and no further analysis of this issue is proposed as part of the Initial Study.

#### *Public Services and Utilities*

The previous EIR addressed potential impacts related to public services and utilities from growth anticipated under the 2000 General Plan, and determined that the resultant impacts would be less than significant. Given that the currently proposed project is consistent with the new development assumed in the previous EIR, and there is nothing unusual about, or particular to, the proposed project that would suggest otherwise, it is not necessary for the Initial Study to provide any further analysis. The one notable exception is the possible need for the City to request for the project a Water Supply Assessment from Mesa Consolidated Water District, pursuant to Section 10910 *et. seq.* of the state Water Code.

#### *Recreation*

CDM will coordinate with City staff and the Project Applicant to determine how park requirements for the proposed project will be satisfied. CDM will then complete the Initial Study's evaluation of recreation impacts, referencing the previous EIR analysis, as appropriate.

#### *Transportation/Traffic*

The previous EIR provides a comprehensive evaluation of traffic impacts associated with growth anticipated under the 2000 General Plan. It is CDM's understanding that the Project Applicant will provide an additional traffic analysis specific to the proposed project. For the Initial Study, CDM will summarize the results of the traffic



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study. This proposal assumes that City review of the traffic study and any necessary revisions to the traffic study based on that review will have been completed prior to CDM's receipt of the study for use in the Initial Study.

***Mandatory Findings of Significance***

CDM will develop the discussion necessary to support the mandatory findings of significance for the Initial Study. In the event that the conclusions of the Initial Study analysis are not sufficient to support a Mitigated Negative Declaration (i.e., unmitigable significant impacts are identified), CDM will coordinate immediately with the City to review the findings and evaluate options for next steps.

CDM will compile the above information within a complete administrative draft Initial Study for internal review. CDM will provide the City with a total of ten (10) copies of the administrative draft Initial Study, and five (5) copies of the technical reports. An electronic copy of the document will also be provided to each member of the review team.

**Task 3 – Prepare Initial Study for Public Review**

Upon receipt of internal review comments on the administrative draft Initial Study, CDM will revise the document to produce the draft Initial Study and, following internal review of that draft Initial Study, will complete one final round of revisions to produce the Initial Study for publication and public review. This proposal assumes that a single set of review comments (i.e., the individual comments from multiple reviewers will be consolidated by the City into a single set of comments) will be provided to CDM for each round of review. CDM proposes that within 2 working days after CDM receives review comments, a meeting or conference call with key City staff and Project Applicant representatives be held to discuss the comments. Once the review comments have been discussed and the appropriate response strategy has been agreed upon, CDM will revise the document as appropriate. For the draft Initial Study, CDM will provide ten (10) hardcopies of the main text and, if necessary, two (2) copies of the technical reports. Electronic copies of the revised document will also be made available to members of the review team. For the publication version of the Initial Study, CDM will provide one (1) unbound camera-ready copy of the document and an electronic version of the document in .pdf format.

**Task 4 – Publication of the Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration**

CDM will prepare the Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration, for review and finalization by the City, to accompany publication of the Initial Study. This



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proposal assumes that the City will be responsible for the reproduction and distribution of the Initial Study and the NOI, for any associated public notices, and for filing the NOI with the County Clerk. CDM can provide any, or all, of those services, subject to a contract amendment, should the City desire.

#### **Task 5 – Prepare Responses to Comments**

CDM can assist the City in the preparation of responses to comments received during the public review period, should the City desire. While responding to such comments is not required by CEQA, CDM recommends that the comments and responses be included as part of the project's CEQA documentation and/or project staff report to provide decision-makers with a more complete understanding of the project's impacts prior to taking action on the project. CDM will obtain the comment letters and e-mails received by the City, breakdown the comment letters into discrete comments, assign each comment to the appropriate member of the project team for development of a response, gather the responses from the team members, and organize the comments and responses into single document. This task assumes two (2) rounds of internal review and consultant revision of the draft responses to comments. Ten (10) hardcopies, and an electronic version, of the responses to comments will be provided for each round of internal review, concluding with finalization of a single camera-ready document. For budgeting purposes, this proposal assumes a maximum of 25 discrete comments requiring a total of 60 hours for preparation, revision, and finalization of the responses.

#### **Task 6 - Project Management/Coordination and Meetings/Hearings Attendance**

CDM will maintain close coordination and communication with City staff and with the Project Applicant, as authorized by the City. CDM will also attend meetings and participate in conference calls as requested or otherwise authorized by the City, as well as attend public hearings as requested by the City. For budgeting purposes, CDM has assumed a total of 15 hours of meetings/hearings attendance by CDM's Project Manager and 15 hours for CDM's Deputy Project Manager. Additional attendance by CDM or by Mestre Greve Associates would be on a time and materials basis. This task also includes time for contract administration.

**EXHIBIT C**  
**FEE SCHEDULE**



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## Schedule

The schedule for the proposed work effort is presented below.

<u>Task Description</u>	<u>Task Duration</u>	<u>Total Elapsed Time</u>
Conduct Project Kick-Off Meeting	1 day	Within 1 week following Notice to Proceed (NTP)
Prepare Administrative Draft Initial Study	7 weeks <sup>1</sup>	8 weeks
Prepare Initial Study for Public Review	4.5 weeks <sup>2</sup>	12.5 weeks
Circulation of Initial Study/MND	20 days	15.5 weeks
Preparation of Responses to Comments	4 weeks <sup>2</sup>	19.5 weeks

1. Assumes the following: all necessary project description information is provided to CDM within 1 week after Notice to Proceed (NTP); final Traffic Study is provided to CDM within 4 weeks after NTP; all other technical reports/data from the City and Applicant is provided to CDM within 2 weeks after NTP; and Water Supply Assessment, if required, is provided to CDM within 6 weeks after NTP.
2. Assumes only two (2) rounds of internal review and consultant revision are required, and that the durations of the internal reviews are one week each.

## Budget

CDM proposes to complete the proposed work effort for a fee not-to-exceed \$39,735. The following provides a breakdown, by task, of the estimated fee.



**EXHIBIT D**  
**PROJECT SCHEDULE**



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Task	CDM Labor	Subconsultant	Total
1. Conduct Project Kick-Off Meeting	\$1,560	0	\$1,560
2. Prepare Administrative Draft Initial Study	\$10,330	\$5,720	\$16,020
3. Prepare Initial Study for Public Review	\$5,770	0	\$5,770
4. Circulation of Initial Study/MND	\$715	0	\$715
5. Preparation of Responses to Comments	\$8,280	0	\$8,280
6. Management/ Coordination and Meeting/ Hearing Attendance	\$6,610	0	\$6,610
Labor Total			\$38,985
Direct Costs			\$750
Total Estimated Cost			\$39,735

## Key Personnel

For this project, Anthony (Tony) Skidmore, AICP will serve as Project Manager, with primary responsibility for the successful completion of the Initial Study and Mitigated Negative Declaration. Mr. Skidmore has over 25 years of experience in the preparation of CEQA documents for a variety of projects, including development projects such as that currently proposed for the Sakioka Farms Development (Lot 1) Project. Katie Owston will serve as Deputy Project Manager and lead the preparation of the main work products. Ms. Owston has more than 5 years of experience in current planning, advanced planning, and environmental review and documentation under CEQA. She has worked on a variety of



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projects for public and private entities, requiring a diversity of skills and disciplines. The resumes for Mr. Skidmore and Ms. Owston are provided herewith as Attachment B.

CDM greatly appreciates this opportunity to assist in the completion of the Initial Study and Mitigated Negative Declaration for the Sakioka Farms Development (Lot 1) Project. Should you have any questions regarding this proposal, please contact me at (949) 752-5452.

Very truly yours,

A handwritten signature in black ink that reads 'Anthony J. Skidmore'.

Anthony J. Skidmore, AICP  
Vice President  
Camp Dresser & McKee Inc.

Attachment

**EXHIBIT E**  
**CITY COUNCIL POLICY 100-5**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

## BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

## PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

## **POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
  - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT F**  
**CERTIFICATE OF INSURANCE**



**ACORD. CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
11/18/05**PRODUCER**Aon Risk Services, Inc. of Massachusetts  
99 High Street  
Boston MA 02110 USA**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE  
COVERAGE AFFORDED BY THE POLICIES BELOW.**

PHONE (866) 266-7475

FAX (866) 467-7847

**INSURERS AFFORDING COVERAGE****INSURED**Camp Dresser & McKee Inc.  
One Cambridge Place  
50 Hampshire Street  
Cambridge MA 021390000 USA

INSURER A: Zurich American Ins Co

INSURER B: Lloyd's of London

INSURER C:

INSURER D:

INSURER E:

**COVERAGES** This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown. **SIR May Apply**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0837663209 Commercial General Liability	01/01/05	01/01/06	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	BAP837663109 BUSINESS AUTO COVERAGE	01/01/05	01/01/06	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY: EA ACC	
					AGG	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
					AGGREGATE	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC837663310 WORKERS COMPENSATION	01/01/05	01/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE-POLICY LIMIT	\$1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
B	<b>OTHER</b> <input checked="" type="checkbox"/> Archit&Eng Prof	8230K0501367 Prof. Architects & Engineers E	01/01/05	01/01/06	Limit (1)	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: SAKIOKA FARMS DEVELOPMENT (LOT 1).

CITY OF COSTA MESA ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY AND AUTO LIABILITY. THIS INSURANCE IS PRIMARY AND NON CONTRIBUTORY.

**CERTIFICATE HOLDER**CITY OF COSTA MESA  
ATTN: MEL LEE  
P.O. BOX 1200  
77 FAIR DRIVE  
COSTA MESA, CA 92628-1200 USA**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL, ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc., of Massachusetts